

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
GALVESTON DIVISION

BUSINESS LOAN CENTER, LLC,

Plaintiff,

v.

ST. PAUL FIRE & MARINE  
INSURANCE CO.,

Defendants.

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CIVIL ACTION NO. G-06-CV-237


**ORDER CARRYING DEFENDANT’S MOTION FOR SUMMARY JUDGMENT  
AND SUPPLEMENT FORWARD TO TRIAL**

Plaintiff Business Loan Center (“BLC”) brings this action against Defendant St. Paul Fire & Marine Insurance Co. (“St. Paul”) for breach of contract, breach of the duty of good faith and fair dealing, violations of the Texas Insurance Code, and violations of the Texas Deceptive Trade Practices Act. St. Paul filed a Motion for Summary Judgment, and BLC filed a Response to said Motion. St. Paul then filed a Supplement to its Motion for Summary Judgment. Both Parties have presented the Court with deposition testimony that tends to support their perspective positions. Such dueling deposition testimony indicates that questions of fact remain that need to be resolved at trial. *See* Fed. R. Civ. P. 56(c) (“The judgment sought shall be rendered forthwith if...there is no genuine issue as to any material fact....”); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S. Ct. 2548, 2552–53, 91 L. Ed. 2d 265 (1956). Therefore, St. Paul’s Motion for Summary Judgment is hereby **CARRIED FORWARD**

**TO TRIAL.** Each Party is to bear its own taxable costs, expenses, and attorneys' fees incurred herein to date.<sup>1</sup>

**IT IS SO ORDERED.**

**DONE** this 12th day of July, 2007 at Galveston, Texas.

  
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Samuel B. Kent  
United States District Judge

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<sup>1</sup> The Court does not consider this Order worthy of publication. Accordingly, it has not requested and does not authorize publication.